Indent No: 2523

सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 1,000

e-Stamp

Certificate No.	:	**IN-KA55676059012267W**
Certificate Issued Date	:	13-Mar-2024 11:52 AM
Account Reference	:	NONACC (FI)/ kaksfcl08/ RAJAJINAGAR5/ KA-RJ
Unique Doc. Reference	:	SUBIN-KAKAKSFCL0872726561780242W
Purchased by	:	S S ENTERPRISES PROP NAGARAJ M
Description of Document	:	Article 5(i-d)(ii) Agreement or its records or MOA - Agreement relating to building works or labour or services Above Rs.10 lakhs
Property Description	:	TENDER AGREEMENT
Consideration Price (Rs.)	:	12,60,000 (Twelve Lakh Sixty Thousand only)
First Party	:	EXECUTIVE ENGINEER BYATARAYANAPURA DIV BANGALORE
Second Party	:	S S ENTERPRISES PROP NAGARAJ M
Stamp Duty Paid By	:	S S ENTERPRISES PROP NAGARAJ M
Stamp Duty Amount(Rs.)	:	1,000 (One Thousand only)

Authorised Signatory
Shri Lalitamba Pattina Souharda
Sahakari N. Br. Bangalore

Please write or type below this line

AGREEMENT

Agreement No. 18 **/24-25**

This agreement made on this 31st day of July 2024 Between the Executive Engineer, Byatarayanapura Division, Yalahanka Zone, Bellary Road, Byatarayanapura, Bangalore–560092, on behalf of the Commissioner, Bruhat Bangalore Mahanagara Palike, Bangalore. (Hereinafter called "the Employer") of the one part and **M/s. S S Enterprises, Prop. Nagaraj M,** No. 730, 1st floor, 62nd cross, 5th block, Rajajinagar, Bengaluru-560010. (hereinafter called "The Contractor") of the other part.

ಕಾರ್ಯಪಾಲಕ ಅಭಿಯಂತರರು
ಬ್ಯಾಟರಾಯನಪುರ ವಿಭಾಗ
ಬ.ಮ.ಪಾ. ಬೆಂಗಳೂರು

Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Whereas the Employer is desirous that the Contractor to execute the work of **Improvement to Roads and Drains at Raghuram Layout and Surrounding areas in New Ward No. 12 (Doddabommasandra)** for Work Code: **012-24-000004**, **Indent No. 2523.** P Code: P1878 18per - Works, Administrative Approval No: AS/EE(BTP)/55/2024-25 Date: 01-02-2024 and Technical Sanction No: TS/EE(BTP)/29/2024-25 Date: 01-02-2024 of Tender Notification No. EE/BTP/BBMP/KPPP/16/2023-24, Date: 02-02-2024 for the execution and completion of such works and the remedfying of any defects therein at a contract Price of **Rs. 8,67,647.57** (Rupees Eight Lakh Sixty Seven Thousand Six Hundred Fourty Seven and Fifty Seven Paise only) Which works out **(-19.19%) Below**. The 5% FSD Amount Rs. 45000/- Paid through FDR (A/c) No. 42784894253, Date: 12-03-2024, State Bank of India, Rajaji Nagar 4th Block Branch, Difference Amount Rs. 206100/- Paid through FDR (A/c) No. 43164114706, Date: 18-07-2024, State Bank of India, Rajaji Nagar 4th Block Branch GST No: 29ANEPM9772C1ZN.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor here by covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The Work shall be commenced with all Men and Machinery within 7 days from the Date of Work Order, failing which it would be presumed that the Successful Tenderer is not interested in the Work and Action will be taken to get the Work executed through Alternate Agency at the risk and cost of the Former Tenderer.
5. GST will be paid only for applicable Schedule of Rates only. And for other non-applicable items GST will not be paid.
6. Sub-Letting of work is prohibited.
7. The defect liability period for civil works & Asphalt works up to 20mm thick maintenance period is one year & more than 20mm thick maintenance period is three years from the date of final bill. The E.M.D and S.D. will be refunded only after the defect liability period.
8. Frequency of the quality test of all the materials and other tests have to be conducted by the contractor as per MORT&H (IV th Revision) I.R.C. guidelines and other relevant Indian standards in his laboratory or any other laboratory assigned by BBMP on his own cost in presence of Engineer / consultants appointed by BBMP
9. Works costing more than Rs.10 Lakhs are subject to third party test and the cost of the same shall be borne by the contractor.
10. For Asphalting works i.e., BM and BC those who own their hot mix plant 40-60 TPH & mechanical paver only shall apply.
11. Further Details of the Work can be obtained from the Office of the Executive Engineer, Byatarayanapura Division, BBMP office, Byatarayanapura Bangalore –92.
12. The Bank Guarantee/FDR Validity Period should be renewed well in advance before 1 month of date of expiry period in case the work is not executed in stipulated time / Up to Defect Liability Period.
13. Works has to be executed as per the directions of the concerned EE, AEE and AE.
14. All necessary precautionary and safety measures to be taken at the construction site.
15. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
    - i) Letter of Acceptance;
    - ii) Notice to proceed with the works;
    - iii) Contractor's Tender as per e-proc Portal.
    - iv) Contract Data as per e-proc Portal.;
    - v) Conditions of contract (including Special Conditions of Contract);
    - vi) Specifications;
    - vii) Drawings;
    - viii) Bill of quantities; and
    - ix) Any other document listed in the Contract Data as forming part of the contract.

In witness where of the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of
was hereunto affixed in the presence of : 1)_____

2)_____

Signed, Sealed and Delivered by the said Executive Engineer, Byatarayanapura Division, Yalahanka Zone, Bruhat Bangalore Mahanagara Palike.

Binding Signature of Contractor _____

In the presence of:
Binding Signature of Employer:

Executive Engineer
Byatarayanapura Division,
B.B.M.P. Bangalore